

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BGSD, INC. d/b/a LUXURY LANE

Plaintiff,

v.

SPAZE UP LLC

Defendant.

Civil Action No. 5:23-cv-04855-JFL

ORDER ON RENEWED MOTION FOR ENTRY OF DEFAULT JUDGMENT

THIS CAUSE came before the Court upon Plaintiff BGSD, INC. d/b/a LUXURY LANE's ("Plaintiff" or "BGSD") Renewed Motion for Entry of Default Judgment against Defendant SPAZE UP LLC ("Defendant" or "SPAZEUP"), *see* ECF No. 13, pursuant to Federal Rule of Civil Procedure 55(b) (the "Motion"), and the Court being duly advised in the premises does hereby: **FIND, ORDER, AND ADJUDGE:**

1. The Motion is **GRANTED** and **DEFAULT JUDGMENT** be and hereby is entered in favor of Plaintiff BGSD, INC. d/b/a LUXURY LANE and against Defendant SPAZE UP LLC having an address at 30 N. Gould Street, STE R, Sheridan, WY 82801, as to Counts I-IV in Plaintiff's Complaint (ECF 1);

2. Defendant, in addition to Defendant's agents, servants, employees, and all persons acting under its permission and authority, is preliminarily and permanently enjoined from:

- a. Infringing, in any manner, United States Copyright Registration No. VA 2-079-023;

- b. Using any product photograph appearing on BGSD's Website in connection with Defendant's product listings on SPAZEUP's Website or SPAZEUP's Amazon Product Listings without BGSD's prior authorization;
- c. Unfairly competing with Plaintiff in any manner whatsoever or otherwise injuring its business reputation;
- d. Engaging in any other conduct that causes or is likely to cause confusion, mistake or misunderstanding as to the affiliation, connection, association, origin, sponsorship or approval of Defendant's goods with Plaintiff or Plaintiff's goods and business; and
- e. Engaging in assignments or transfers, formation of new entities or associations, or utilization of any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in sub-paragraphs (a) through (d) above.

3. Defendant shall deliver up to Plaintiff for destruction all labels, signs, prints, packages, wrappers, receptacles, advertisements, electronic or computer files in the possession, custody, or control of Defendant, bearing any photograph created by Plaintiff;

4. Defendant shall, within thirty (30) days after service of judgment, file with this Court and serve upon Plaintiff's counsel, a written accounting of all sales by Defendant through Amazon.com of products through webpages displaying the infringed photographs, including but not limited to the "Men's Richard Classic Leather Blazer" and "Men's Classic Two-Button Leather Modern Blazer," and pay to Plaintiff an amount equal to Defendant's profits for such sales;

5. Defendant shall, within thirty (30) days after service of judgment, pay to Plaintiff

statutory damages in the amount of \$20,000, which represents an award of \$10,000 for each of the two claims of infringement pursuant to 17 U.S.C. § 504(c);

6. Defendant shall pay to Plaintiff, within thirty (30) days after service of judgment, Plaintiff's costs and attorney's fees in an amount to be submitted by Plaintiff in writing to this Court within 14 days of the entry of this judgment pursuant to 17 U.S.C. § 505 and 15 U.S.C. § 1117;

7. Defendant shall pay to Plaintiff post-judgment interest on the awards in Paragraphs 4, 5, and 6 at the current legal rate allowed and accruing, pursuant to 28 U.S.C. § 1961, as of the date of this Default Judgment until the date of its satisfaction;

8. Defendant shall, within thirty (30) days after service of judgment, file with this Court and serve upon Plaintiff's counsel, a written report, under oath, setting forth in detail the manner in which Defendant has complied with the Judgment.

DONE AND ORDERED this 15th day of April, 2024.

By: /s/ Joseph F. Leeson, Jr.
United States District Judge
Joseph F. Leeson Jr.